

SHOPPING CENTER LEASE

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ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY _____

Century/On Time, Ltd.
LANDLORD

Jorge Carvajal Hadad
TENANT

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EXHIBITS

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| "A" | Site Plan and Legal Description |
| "B" | Tenant's Work |
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NOTICE OF LIABILITY UNDER SECTION 713.10 OF THE FLORIDA STATUTES
GUARANTY

LEASE AGREEMENT

THIS LEASE, Century / On Time, Ltd., herein called "Landlord," and Jorge Carvajal Hadad, herein called "Tenant."

LEASE SUMMARY

- a) Shopping Center: Kendall Park Plaza
N. Kendall Drive & 162nd Avenue
Miami, FL
- b) Landlord's Mailing Address: Century / On Time, Ltd.
8500 SW 8th St. Suite 228
Miami, FL 33144
- c) Tenant's Mailing Address: Jorge Carvajal Hadad
4501 SW 94th Ave.
Miami, FL 33165
- d) Tenant's Telephone Numbers: Business ~~305-888-7122~~ 305 378-4131
Home ~~305-552-0668~~
Fax: ~~305-378-4434~~ 305 378-2099
- e) Tenant's Name (including state of formation or incorporation): To Be Decided
State of Florida
- f) Tenant's Trade Name: To be Decided
- g) Guarantor(s):
Name: Jorge Carvajal Hadad
Address: 4501 SW 94th Ave.
Miami, FL 33165
Telephone Number: 305-552-0668
Social Security Number: 074-40-9500
Driver's License Number: C812-420-48-044-0
- h) Initial Term: Five (5) years
- i) Commencement Date of Term: Sixty (60) Days from the day Landlord receives a Certificate of Occupancy.
- j) Expiration Date of Term: Five (5) years and two (2) months from the Commencement Date
- k) Delivery Date: Estimated Summer 2000.
- l) Rent Commencement Date: 60 days from delivery of Certificate of Occupancy.
- m) Leased Premises: Building/Space No. B-105 or 16271 N Kendall Dr.
- n) Estimated GLA in Premises: Approximately 1,221 sq.ft.
- o) Minimum Annual Base Rent:
- | Term | Per Sq.Ft. | Monthly | Annually |
|-----------------|------------|-------------|-------------|
| Year 1 | \$ 22.00 | \$ 2,238.50 | \$26,862.00 |
| Year 2-5 at CPI | | | |
- p) Tenant Improvements: As per Exhibit B
- q) Consumer Price Index: As per Lease.
- r) Security Deposit: \$ 5,634.92 equal to at least 2 months Minimum Annual Base Rent, Operating Costs and Sales Tax.
- s) Options: One(1)-Five (5) year option at the then prevailing market rate provided Tenant gives Landlord Six (6) months written notice
- t) Minimum Rent Option Term: At the then prevailing market rate.
- u) Estimated Monthly Operating Costs: \$ 4.00 per square foot per year (adjusted annually based on actual expenses).
- v) Permitted Use: Retail Jewelry Store / Landlord hereby approves Tenant to apply for a use variance for a jewelry pawn shop.
- w) Brokers: HORIZON PROPERTIES to be paid by Landlord under separate agreement.

THE FOREGOING LEASE SUMMARY IS AN INTEGRAL PART OF THIS LEASE AGREEMENT; HOWEVER, IN THE EVENT OF ANY CONFLICT BETWEEN THE LEASE SUMMARY AND THE TERMS AND CONDITIONS SET FORTH BELOW, THE LATTER SHALL CONTROL.



ARTICLE I
BASIC LEASE PROVISIONS

SECTION 1.01 Leased Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises now existing or hereafter to be erected in the Shopping Center which premises are identified in Sections (m) and (n) of the Lease Summary (hereinafter referred to as the "Leased Premises"). The boundaries and location of the building of which the Leased Premises are a part (hereinafter referred to as the "Building") and the Leased Premises are outlined on the Site Plan of the Shopping Center, which is marked Exhibit "A" attached hereto and made a part hereof. Dimensions for all purposes shall be measured from the center line of interior walls or from the exterior face of exterior walls. The Leased Premises are located on real property described in Exhibit "A" attached hereto and made a part hereof. The exterior walls of the roof of, and the area beneath, the Leased Premises are not demised hereunder, and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center are hereby reserved unto Landlord.

SECTION 1.02 Shopping Center. The term "Shopping Center" shall include (i) the parcel(s) of land and improvements as generally depicted on Exhibit "A", and legally described on Exhibit "A-1", whether owned in fee or ground leased by Landlord or made available for use by any reciprocal operating or easement agreement or other similar agreement; and (ii) any other parcel(s) of land, together with the improvements thereon, and an easement or right of way, at any time designated by Landlord to be part of the Shopping Center; and (iii) any plant, retention pond or basin, or other off-side utility systems or other facility serving any portion of the Shopping Center, whether or not such plant or facility is located in the Shopping Center or on the other parcel(s) of land, including the facilities connection any such plant or facility to the Shopping Center.

SECTION 1.03 Use and Control of Common Areas.

All areas within the exterior boundaries of the Shopping Center which are not now or hereafter held for lease or occupation by the Landlord, or used by other persons entitled to occupy floor space in the Shopping Center, including, without limitation, all automobile parking areas, driveways, entrance and exits thereto, and other facilities furnished by Landlord in or near the Shopping Center, including employee parking areas, access roads, driveways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Landlord shall be hereinafter referred to as "Common Areas". Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be exactly as indicated on the diagram. Landlord may increase, reduce or change the number, dimensions or locations of the walks, buildings and other Common Areas (in any number whatsoever), and reserves the right to make alterations or additions to, and to build additional stories on the Building, as well as to add buildings adjoining the existing buildings or elsewhere in the Shopping Center.

The use and occupation by Tenant of the Leased Premises shall include the non-exclusive use in common with others entitled thereto of the Common Areas, as such Common Areas now exist or may hereafter be constructed, or other facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, from time to time, to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, including, but not limited to, their officers, agents and employees, to employee parking areas; and to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating, or otherwise in lieu thereof, and to apply the net proceeds from such charges, after deduction of costs applicable thereto, to reduce the cost of maintaining the parking facilities.

Landlord shall have the right to close all, or any portion of, Common Areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, to close temporarily all, or any portion of, the parking areas or facilities, to discourage non-customer parking; and to perform such other acts in and to the Common Areas and improvements as, in the use of good business judgment, Landlord determines advisable, with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord shall keep the Common Areas clean and in good repair and available for the purposes for which they are intended. Landlord shall have the full right and authority to employ all personnel and to make all reasonable rules and regulations pertaining to, and necessary for, the proper operation and maintenance of the Common Areas and facilities.

SECTION 1.04 Commencement and Length of Term.

The initial term of this Lease shall be for the period set forth in Section (h) of the Lease Summary ("Initial Term"), shall commence on the date set forth in Section (i) of the Lease Summary, and shall continue until the Expiration Date as set forth in Section (j) of the Lease Summary, unless otherwise terminated or extended by the terms of this Lease, plus the period from the Commencement Date to the first day of the month, following the Commencement date, unless the Commencement Date occurs on the first day of a calendar month, in which event the Term shall commence on the Commencement Date. The Initial Term and any extensions or renewals thereof, as provided herein, are sometimes collectively referred to as the "Term". In the event the Shopping Center, or the Building, or the Leased Premises is not fully constructed on the Effective Date (hereinafter defined), the Commencement Date shall mean the earliest to occur of (a) the thirtieth (30th) day after Landlord has delivered the Leased Premises to Tenant in accordance with Landlord's Work as described in Exhibit "B" and shall have notified Tenant that the Leased Premises are ready for commencement of Tenant's Work (as defined in Exhibit "B"), or (b) date upon which Tenant opens for business in the Leased Premises. Landlord and Tenant agree, upon demand of the other, to execute an agreement, in recordable form, setting forth the Commencement and Expiration Dates as soon as the Commencement Date is determined.

SECTION 1.05 Failure of Tenant to Open.

In the event that Tenant has received notice that the Leased Premises are ready for occupancy, as herein provided, and Tenant fails (i) to take possession, (ii) to complete Tenant's Work, or (iii) to open the Leased Premises for business fully fixtured, stocked and staffed, to do business on or before the Commencement Date, then Tenant shall be in default hereunder, and Landlord shall have the right, at its option, to cancel this Lease by giving Tenant notice thereof. This Lease will terminate ten (10) days after Landlord gives such notice.

SECTION 1.06 Excuse of Landlord's Performance.

If the Leased Premises are not completed within six (6) months from the Effective Date hereof either party shall have the right to terminate this Lease, whereupon both Landlord and Tenant shall be released and discharged from any and all further liability hereunder. Such election, if made by Tenant, shall be its sole remedy for failure of Landlord to deliver the Leased Premises as herein provided.

SECTION 1.07 Obligations of Tenant Before Lease Term Begins.

If the Delivery Date shall be earlier than the Commencement Date of Term, Tenant shall observe and perform all of its obligations under this Lease (except its obligations to operate and to pay Minimum Annual Base Rent and its Pro Rata Share of the Shopping Center Operating Costs provided for in Section 2.05) from the Delivery Date until the Commencement Date in the same manner as though the Lease Term began when the Leased Premises were delivered to Tenant.

SECTION 1.08 Obligations of Landlord Before Leased Premises Become Vacant.

If this Lease is executed before the Leased Premises become vacant, or if any present tenant or occupant of the Leased Premises holds over, and Landlord cannot acquire possession of the Leased Premises prior to the Commencement Date of this Lease, Landlord shall not be deemed in default hereunder, and Tenant agrees to accept possession of the Leased Premises at such time as Landlord is able to tender same; provided, however, in the event Landlord is unable to deliver the Leased Premises to Tenant within ninety (90) days of the Commencement Date, Tenant shall have the right to terminate this Lease. Such election, if made, shall be Tenant's sole remedy for failure of Landlord to deliver the Leased Premises as herein provided, and Tenant shall have no right to seek any monetary award against Landlord for damages or otherwise resulting from such termination.

ARTICLE II

RENT

SECTION 2.01 Minimum Annual Base Rent.

(a) Tenant agrees to pay Landlord, subject to adjustment (if any) as herein provided, as fixed minimum rent the sum or sums set forth in Section (c) of the Lease Summary ("Minimum Annual Base Rent"). The Minimum Annual Base Rent during the Term of this Lease shall be payable by Tenant in equal monthly installments, on or before the first day of each month in advance, at the office of Landlord as set forth in Section (b) of the Lease Summary, or at such other place designated in writing by Landlord, without notice or demand, and without any deduction, counterclaim, or set-off whatsoever. The first month's Minimum Annual Base Rent shall include, in addition to 1/12 of such Rent, Rent for the fractional month (if any) between the Commencement Date and the first day of the month following the Commencement Date.

(b) Tenant's obligation to pay Minimum Annual Base Rent (hereinafter defined) shall begin on the Rent Commencement Date (Section (f) of the Lease Summary). Should the Term of this Lease and Tenant's obligation to pay Minimum Annual Base Rent commence on a day other than the first day of a month, then the Term of this Lease shall continue in full force and effect for the period from the Commencement Date hereof to the first day of the calendar month next succeeding, plus the period of the Term set forth in Section 1.03 hereof; provided, however, that Tenant shall pay the Minimum Annual Base Rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) and same shall be payable on Commencement Date, and thereafter the Minimum Annual Base Rent shall be paid in equal monthly installments on the first day of each and every month in advance. All other monthly payments hereunder shall likewise be calculated and paid on such per diem basis for any fractional month.

In the event that at any time any personal or corporate check of Tenant should be returned marked "insufficient funds" or should not be promptly paid by the drawee bank for any other reason, Landlord may, without prejudice to any other right or remedy accruing to Landlord under this Lease, require that all future rental payments are to be made on or before the due date by cashier's check or money order.

SECTION 2.02 Lease Year.

The term "Lease Year," as used herein, shall mean consecutive twelve month periods commencing on each January 1 during the Term of this Lease. In the event that the Term of this Lease commences on a day other than January, the first Lease Year shall consist of the number of days from the Commencement Date to December 31 of that calendar year, plus the succeeding twelve (12) months. Each succeeding Lease Year shall commence upon the anniversary date of the day after the first Lease Year.

SECTION 2.03 Cost of Living Increase.

Commencing with the second Lease Year, and at the beginning of each Lease Year thereafter during the Term of the Lease, the Minimum Annual Base Rent shall be adjusted in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. City Average: All Items), issued by the Bureau of Labor Statistics of the U.S. Department of Labor using the year 1982-84 as a base of 100. The Minimum Annual Base Rent shall be adjusted by multiplying the Minimum Annual Base Rent paid in the preceding Lease Year by a fraction, the numerator of which shall be the Index Number for the third month preceding the commencement of the new Lease Year, and the denominator of which shall be the Index Number for the third month preceding the commencement of the preceding Lease Year. In no event shall the Minimum Annual Base Rent for any Lease Year be increased by less than five (5%) percent the Minimum Annual Base Rent for the preceding Lease Year. In the event that the Index herein referred to ceases to be published during the Term of this Lease, or if a substantial change is made in the method of establishing such Index, then the determination of the adjustment shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or, if none is available, the parties shall accept comparable statistics on the cost of living in the United States, as shall then be computed and published by any agency of the United States, or, if none, by a respected financial periodical selected by Landlord.

SECTION 2.04 Sales and Other Taxes.

Tenant shall also pay, as additional Rent, all sales, use or excise tax imposed, levied or assessed against the Rent or any other charge or payment required herein by any Governmental Authority having jurisdiction thereover, even though the taxing statute or ordinance may purport to impose such tax against Landlord. The payment of such tax shall be made by Tenant on a monthly basis, concurrently with payment of the Minimum Annual Base Rent.

SECTION 2.05 Tenant to Bear Pro Rata Share of Shopping Center Operating Costs.

(a) In each Lease Year or partial Lease Year, Tenant will pay to Landlord, in addition to the rentals specified in this ARTICLE II, as further additional Rent, a proportion of the Shopping Center's Operating Costs (hereinafter defined), calculated by multiplying the total Operating Costs by a fraction, the numerator of which shall be the number of square feet contained in the Leased Premises and the denominator of which shall be the aggregate number of square feet of leasable building space in the Shopping Center ("Pro Rata Share"). Such payments shall be made as provided under Section (u) of the Lease Summary and, thereafter, it will continue as provided under this Section. Tenant shall pay its Pro Rata Share of Operating Costs for any fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) and the same shall be payable on the same day on which Minimum Annual Base Rent is due hereunder.

(b) "Shopping Center Operating Costs" as used herein means the total cost and expense incurred in operating, managing, maintaining, and repairing the Shopping Center buildings, improvements and Common Areas, excluding only items of expense commonly known and designated as capital improvements and debt service. Shopping Center Operating Costs shall specifically include the following items without limitation: (i) property management, (ii) gardening, landscaping and irrigation, (iii) repairs to, and painting, sealing and striping of the parking areas, (iv) lighting and other utilities serving the Common Areas, (v) sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas, but not from any Leased Premises, (vi) depreciation on machinery and equipment owned by Landlord and used in such maintenance, or the rental charges for such machinery and equipment, and the cost of personnel to implement such services, (vii) the cost of personnel to direct parking and to police the common facilities, including watchmen and security personnel (including payroll and applicable payroll taxes, worker's compensation insurance and fringe benefits), (viii) Landlord's insurance premiums on, or in respect of, the Shopping Center, including, but not limited to, public liability, property damage, all risk perils, rent and flood insurance, if carried by Landlord, and (ix) all ad valorem and real estate taxes, assessments (special or general) for public betterments or improvements, water and sewer charges and all other charges or levies of every kind or nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, levied or assessed by any lawful authority against the land, buildings and all other improvements and betterments which are now or which hereafter become a part of the Shopping Center.

(c) Landlord shall have the right, but not the obligation, if permitted by law, to make installment payments of any assessments levied against the Shopping Center and, in such event, Tenant's taxes shall be computed upon the installments and interest thereon paid by Landlord in each Lease Year. Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of any tax by appropriate proceedings. If Landlord shall institute any such contest on its own volition, it shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine. In the event Landlord receives any refund of such taxes Landlord shall credit such proportion of such refund as shall be allocable to payments of taxes actually made by Tenant (less costs, expenses and attorneys' fees) against the next succeeding payments of taxes due from Tenant.

(d) Landlord shall estimate the Shopping Center Operating Costs for each Lease Year and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of Minimum Annual Base Rent. After the end of each Lease Year, Landlord shall furnish Tenant a statement of the actual Shopping Center Operating Costs and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period, or, at Landlord's option any overpayment by Tenant shall be credited on account of the next succeeding payment or payments by Tenant of such Operating Costs.

SECTION 2.06 Additional Rent.

All sums of money or charges required to be paid by Tenant under this Lease other than Minimum Annual Base Rent ("Additional Rent"), whether or not the same be paid at the time provided in this Lease, shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of Minimum Annual Base Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of Landlord. The terms Minimum Annual Base Rent and Additional Rent may sometimes be referred to herein collectively as "Rent".

SECTION 2.07 Past Due Rent and Additional Rent.

If Tenant shall fail to pay, when the same is due and payable, any Rent or any Additional Rent, or amounts or charges of the character described in Section 2.06 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Rate (hereinafter defined). If any rental payment provided for in Section 2.01 above is not received by Landlord within five (5) days after said rental payment is due, Tenant shall pay to Landlord a late charge of five (5%) percent of such late rental payment for the purpose of defraying the expenses incident to handling and administering the late rental payment.

ARTICLE III

CONSTRUCTION OF LEASED PREMISES

SECTION 3.01 Landlord's Work.

Notwithstanding anything to the contrary contained or implied in this Lease, Tenant acknowledges and agrees that it will accept possession of the Leased Premises in an "as is, where is" condition in the broadest sense of the term, and that no representations, warranties, or inducements, with respect to any condition of the Leased Premises have been made by Landlord, or its designated representatives, to Tenant, or its designated representatives. In furtherance of the foregoing, Tenant hereby acknowledges and agrees that no promises to decorate, alter, repair or improve the Leased Premises, either before or after the execution of this Lease have been made to Tenant, or its designated representatives, by Landlord, or its designated representatives. Notwithstanding the foregoing to the contrary, Landlord hereby agrees that the compressor and condenser components of the HVAC system serving the Leased Premises shall be in working condition as of the Commencement Date.

SECTION 3.02 Tenant's Work.

On the Delivery Date Tenant agrees to accept possession of the Leased Premises and proceed with due diligence, at its own cost and expense, to perform all other work which is necessary to prepare the Leased Premises for opening and operation for business with the public, in accordance with, and as more particularly described in, Exhibit "B" annexed hereto ("Tenant's Work"). Within ten (10) days after the execution of this Lease, Tenant shall furnish Landlord, in advance of Tenant's commencement of Tenant's Work, for Landlord's written approval, plans and specifications showing a layout, fixturing plans, interior finish, store front and any work or equipment to be done or installed by Tenant affecting any structural, mechanical or electrical part of the Leased Premises or the Building containing same. Landlord agrees it will not unreasonably withhold such approval, it being the purpose of this requirement that Tenant's Leased Premises be fixtured and laid out so as not to be a detriment to the other tenants in the Shopping Center and that Tenant's Work shall not be detrimental to Landlord's building.

SECTION 3.03 Acceptance by Tenant.

(a) If Landlord's Work has been completed at the time this Lease is executed, Tenant certifies that it has inspected the Leased Premises and accepts same in its existing condition; in such event, Landlord shall not be required to perform any repair work, alterations, or remodeling of the Leased Premises as a condition of this Lease or otherwise.

(b) If Landlord's Work is not completed when this Lease is executed, Tenant agrees that acceptance by Tenant of possession of the Leased Premises for the purpose of construction of Tenant improvements or the issuance of a Certificate of Occupancy for the Leased Premises will be deemed as an acceptance of the Leased Premises in its then existing condition.

SECTION 3.04 Changes and Additions to Building and Shopping Center.

Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs and alterations on the Building. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks in the Shopping Center, to make alterations thereof or additions thereto, and to build additional stories on any such building or buildings and to build adjoining same; providing, however, such repairs and alterations shall not materially interfere with Tenant's intended use of the Leased Premises. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction. Temporary, partial obstruction of access to Leased Premises caused by such construction shall not be a default of Landlord.

SECTION 3.05 Right to Relocate.

The purpose of the Site Plan attached hereto as Exhibit "A" is to show the approximate location of the Leased Premises. Landlord reserves the right at any time to relocate the Leased Premises within the Shopping Center, at Landlord's expense.

ARTICLE IV

CONDUCT OF BUSINESS BY TENANT

SECTION 4.01 Use of Leased Premises.

Tenant shall use the Leased Premises solely for the purpose of conducting business as provided in Section (v) of the Lease Summary and for no other purpose, except as may be first approved by Landlord in writing. Tenant shall occupy the Leased Premises without delay upon the Delivery Date and shall conduct continuously in the Leased Premises the business above stated. Tenant will not use or permit, or suffer the use of the Leased Premises for any business or purpose other than that stated above. Tenant shall not perform any acts or carry on any practices which may damage the Shopping Center building or improvements or be a nuisance to, or disturb the quiet enjoyment of, other tenants in the Shopping Center or their customers, employees or invitees or which will result in the increase of casualty insurance premiums. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any other part of the Shopping Center or any act or thing which may adversely affect Landlord's interest in the Leased Premises or the Shopping Center.

SECTION 4.02 Operation of Business.

Tenant shall operate one hundred (100%) percent of the Leased Premises during the entire Term of this Lease with due diligence and efficiency so as to produce all of the gross receipts which may be produced by such manner of operation. Subject to inability by reason of strikes or labor disputes, Tenant shall carry at all times in the Leased Premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum gross receipts. Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the Shopping Center, and will keep the Leased Premises open for business during those days, nights and hours as determined from time to time by Landlord, but in no event less than six (6) days per week (Monday through Saturday) during the hours of 9:00 A.M. through 6:00 P.M., inclusive. Tenant shall install and maintain at all times displays of merchandise in the display windows, if any, of the Leased Premises. Tenant shall keep the display windows, if any, in the Leased Premises well lighted during the hours from sundown to 10:00 o'clock P.M.

SECTION 4.03 Storage, Office Space.

Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required. No auction, fire or bankruptcy sales may be conducted in or from the Leased Premises without previous written consent of Landlord, which consent may be arbitrarily withheld, and the receipt by Tenant of appropriate permits from local authorities.

ARTICLE V

Security Deposit

SECTION 5.01 Amount of Deposit.

(a) Upon Landlord's execution of this Lease, Tenant shall deposit with Landlord the sum indicated in Section (r) of the Lease Summary for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease to be observed and performed on the part of Tenant; and if by check, is subject to collection. Such deposit shall be held by Landlord, without liability for interest, and may be commingled with other funds of Landlord, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the Term hereof.

(b) Tenant's security deposit shall, at all times, be at least equal to amount set forth in item (r) of the Lease Summary. During the Term of this Lease and options thereto, when Tenant's total monthly Rent increases above the amount of security deposit held by Landlord, Tenant shall deposit the difference with Landlord, upon demand.

SECTION 5.02 Use and Return of Deposit.

If at any time during the Term of this Lease any of the Rent herein reserved shall be overdue and unpaid or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, or in the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord may, at its option (but Landlord shall not be required to), without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply all or any portion of said deposit to the payment of any such overdue Rent or other sums or so much thereof as shall be necessary to compensate Landlord for all loss or damage sustained or suffered by Landlord due to the breach of Tenant. Should the

entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at the expiration of the Term of this Lease.

SECTION 5.03 Transfer of Deposit.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Leased Premises in the event that such interest be sold or transferred, and thereupon, Landlord shall be discharged from any further liability with respect to such deposit and Tenant agrees to look solely to the new Landlord for the return of the security deposit, provided such purchaser or transferee shall assume in writing the obligations of Landlord. No holder of a mortgage or deed of trust or lessor under a ground or underlying lease to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust or lessor shall have actually received the security deposited hereunder.

ARTICLE VI

ALTERATIONS; CONSTRUCTION LIENS, SIGNS, AWNINGS, AND CANOPIES

SECTION 6.01 Installation by Tenant.

(a) Tenant shall not make or cause to be made to the Leased Premises any alterations, additions or improvements, install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades, or awnings or make any changes to the store front, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought, and simultaneously demonstrate to Landlord that the proposed alterations comply with local zoning and building codes.

(b) All construction work done by Tenant within the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all Applicable Laws (hereinafter defined), and in such manner as to cause a minimum of interference with other construction in progress (if any) and with the transaction of business in the Shopping Center. Without limitation on the generality of the foregoing, Landlord shall have the right to require that such work be performed during hours when the Shopping Center is not open for business, and in accordance with other rules and regulations which Landlord may, from time to time, reasonably prescribe. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability or damage resulting from such work. Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that, when completed, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications previously approved by Landlord.

SECTION 6.02 Removal of Alterations.

All alterations, decorations, additions and improvements made by Tenant, or made by Landlord on Tenant's behalf by agreement under this Lease, shall remain the property of Tenant for the Term of this Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from Landlord. Upon expiration of this Lease, including any renewal Term thereof, Landlord shall have the option of requiring Tenant, at its cost and expense, to remove all such alterations, decorations, additions and improvements, and restore the Leased Premises as provided in Section 7.02 hereof. If Tenant fails to remove such alterations, decorations, additions and improvements and restore the Leased Premises, then such alterations, decorations, additions and improvements shall become the property of Landlord and in such event, should Landlord so elect, Landlord may restore the Leased Premises to its original condition for which cost, with allowance for ordinary wear and tear, Tenant shall be responsible and shall pay promptly upon demand.

SECTION 6.03 Tenant Shall Discharge All Liens.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services for the alteration, addition, repair, or demolition of or to the Premises or any part thereof. All persons are hereby put upon notice that Tenant shall never, under any circumstances have the power to subject the interest of the Landlord in the Premises to any mechanic's liens or materialmen's liens or any liens in connection with material or labor furnished to the Premises, including any lien for architects' fees or engineers' fees; and all persons dealing with Tenant are hereby put upon notice that they must look wholly to the interest of the Tenant in the Premises and not to that of Landlord. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes Section 713, including, but not limited to, giving written notice to all persons performing services or furnishing materials on its behalf of the terms and conditions of this Section 6.03. In the event that a mechanic's claim of lien is filed against the property in connection with any work performed by or on behalf of Tenant (except work for which Landlord is responsible), Tenant shall satisfy such claim or shall transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim, including attorneys' fees and interest thereon at the Default Rate. Further, Tenant agrees to defend, indemnify and save Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such mechanic's claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion, be recorded in the Public Records for the purpose of protecting Landlord's estate from mechanics' claims of lien, as provided in Florida Statutes Section 713.10. Landlord has the right to record the memorandum without execution by Tenant in the event Tenant fails to execute the memorandum within seven (7) days of request. The security deposit paid by Tenant may be used by Landlord for the satisfaction or transfer of any mechanics' claim of lien as provided in this Section. This Section 6.03 shall survive the termination of the Lease.

SECTION 6.04 Signs, Awnings and Canopies.

(a) Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Leased Premises any signs, awnings, canopy, advertising matter or other thing of any kind; will not place or maintain any decoration, letter or advertising matter on the glass of any window or door; and will not place or maintain any illuminated sign in the window display area of the Leased Premises, without first obtaining Landlord's written approval and consent which may be arbitrarily withheld.

(b) Tenant shall, at its cost and expense, promptly erect a sign in accordance with the specifications as outlined in

Exhibit "D" within the area designated by Landlord. Tenant further agrees that such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in writing by Landlord shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the Shopping Center in the reasonable exercise of its sole discretion. Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this Lease all signs in accordance with Landlord's sign criteria. Tenant, upon vacation of the Leased Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the Building fascia surface where signs are attached.

SECTION 6.05 Bonds.

Landlord shall have the right to require Tenant to furnish a performance bond or other security, in form satisfactory to Landlord, for the prompt and faithful performance by Tenant of all work of Tenant required hereunder.

ARTICLE VII

REPAIRS AND MAINTENANCE OF LEASED PREMISES

SECTION 7.01 Responsibility of Landlord.

(a) Landlord agrees to repair and maintain in good order and condition the roof, roof drains, outside walls, foundations and structural portions, both interior and exterior, of the Leased Premises, provided Tenant shall give Landlord notice of the necessity of such repairs. The following items are excepted from the preceding covenant, however: (i) repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's fire and extended coverage policy); (ii) doors, door closure devices, window and door frames, moldings, locks and hardware; (iii) repair of damage caused directly or indirectly by the negligence or willful acts of Tenant, its employees, agents, contractors, customers, invitees; and (iv) interior repainting and redecoration. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors, Landlord may make or cause the same repairs to be made, but shall not be obligated to do so, and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rent, the cost of such repairs, if made, with interest thereon at the Default Rate, as hereinafter defined. In the event Landlord elects not to make such repairs caused by Tenant's negligence or willful acts, Landlord may require Tenant to make such repairs at Tenant's sole cost and expense. Tenant waives the provision of any law, now or hereafter in effect, or any right under common law, permitting it to make repairs at Landlord's expense.

(b) Except as hereinabove provided in Subparagraph (a), Landlord shall not be obligated or required to make any other repairs, and all other portions of the Leased Premises including, but not limited to, all electrical, plumbing and other mechanical installations, shall be kept in good repair and condition by Tenant. At the end of the Term of this Lease, Tenant shall deliver the Leased Premises to Landlord in good repair and condition, reasonable wear and tear and damage from fire and other casualty excepted.

(c) Unless caused by the negligence of Landlord or that of its employees or agents acting within the scope of their employment, neither Landlord nor Landlord's agents or servants shall be liable for (i) any damages caused, directly or indirectly, by any breakage, leakage, out of order or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, windows, other equipment or other facilities serving the Leased Premises, or (ii) any damages caused by, or growing out of, any defect in the Shopping Center or any part thereof, or in any building attached, or adjacent thereto or a part thereof, or in the Leased Premises or a part thereof; or caused by, or growing out of, fire, rain, wind or other cause.

SECTION 7.02 Responsibilities of Tenant.

(a) Without limiting the generality of the foregoing Section 7.01(b), Tenant agrees to repair and maintain in good order and condition the non-structural interior portion of the Leased Premises, including the store fronts, show windows, doors, windows, plate and window glass, and floor covering, plumbing (including free flow up to the connection to the main sewer line), heating, air conditioning, electrical and sewage system, facilities and appliances. Tenant agrees, with respect to the heating and air conditioning system, to comply with the terms of the "Heating and Air Conditioning Maintenance Provision" which is attached hereto as Exhibit "C" and made a part of the Lease by reference.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Premises or the Building of which the Leased Premises constitute a portion.

(c) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.

(d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property and will take good care of the Leased Premises at all times.

(e) If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and, upon completion thereof, Tenant shall pay Landlord's cost for making such repairs, plus twenty percent (20%) of overhead, upon presentation of bill therefor, as Additional Rent. Said bill shall include interest at the Default Rate on said cost from the date of completion of repairs by Landlord. In the event Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant, or any of its employees or agents, or that the maintenance or repair is, under the terms of this Lease, the responsibility of Tenant, Tenant shall pay Landlord's costs therefor plus overhead and interest as above provided in this Section.

(f) At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord. Tenant shall remove all its trade fixtures, leased equipment and any alterations or improvements which Landlord requests to be removed before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of the Lease.

(g) Tenant shall, at its own expense, perform all pest control, janitorial and cleaning services within the Leased Premises in order to keep same in a neat, clean and orderly condition.

(h) Tenant shall give Landlord prompt written notice (and telephonic notice in the case of an emergency) of any fire or damage occurring on or to the Leased Premises.

SECTION 7.03 Rules and Regulations.

Exhibit "E" sets forth the rules and regulations applicable to each Tenant occupying space in the Shopping Center. Landlord reserves the right to, from time to time, adopt and promulgate amendments to such rules and regulations. Notice of such additional rules and regulations and amendments and supplements, if any, shall be given to Tenant. Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center. Tenant's failure to keep and observe these rules and regulations shall constitute a breach of the terms of this Lease as if such rules and regulations were contained herein as covenants.

ARTICLE VIII

INSURANCE AND INDEMNITY

SECTION 8.01 Liability Insurance.

Tenant shall, during the entire Term hereof at its own cost and expense, keep in full force and effect comprehensive public liability insurance on an occurrence basis with minimum limits of not less than One Million (\$1,000,000.00) Dollars per person and Two Million (\$2,000,000.00) Dollars per accident with respect to personal injury and death and Five Hundred Thousand (\$500,000.00) Dollars with respect to property damage, insuring against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Leased Premises, or by the condition of the Leased Premises. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as additional insureds (as their interests may appear), and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be written by a company authorized to do business in the State of Florida, with a Best Guide's rating, or ratings reasonably acceptable to Landlord. A copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement of the Term of this Lease and annually thereafter at least thirty (30) days prior to the expiration of any policy term. Nothing herein shall be considered to limit the liability of Tenant under this Lease.

SECTION 8.02 Plate Glass Insurance.

The replacement of any plate glass damaged or broken from any cause whatsoever in and about the Leased Premises shall be Tenant's responsibility. Tenant shall, during the entire Term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord. The policy shall name Landlord and any person, firm or corporation designated by Landlord and Tenant, as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be written by a company approved by Landlord, and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement of the Term of this Lease.

SECTION 8.03 Fire and Extended Coverage Insurance.

Tenant shall, at all times during the Term hereof and at its cost and expense, maintain in effect policies of insurance covering its fixtures and equipment and goods and inventory held for sale located in the Leased Premises, in an amount not less than eighty percent (80%) of their actual cash value, providing protection against any peril included within the standard classification of "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism, malicious mischief and business interruption insurance. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures and equipment so insured.

Landlord shall, at all times during the Term hereof and at its cost and expense, maintain in effect policies of insurance covering fire, extended coverage, vandalism, malicious theft, special extended coverage, and such other risks as are included in standard extended coverage endorsements, in such amounts as shall be deemed appropriate by Landlord, but in no event less than eighty (80%) percent of insurable value, insuring the building, improvements and Common Areas in the Shopping Center. Landlord shall be allowed to maintain such coverage under blanket policies covering other properties, with deductibles in such amounts as Landlord may determine in its sole discretion.

SECTION 8.04 Liquor Liability Insurance Coverage.

If Tenant is engaged in the sale of alcoholic beverages, whether for consumption on the Leased Premises or for package sales, Tenant shall provide Landlord with a liquor liability insurance policy, naming Landlord as an insured for all sums which Tenant or Landlord shall become legally obligated to pay as compensatory or punitive damages due to injury sustained by any person if such liability is imposed upon Tenant or Landlord by reason of the selling, serving, or giving of any alcoholic beverage at or from the Leased Premises.

SECTION 8.05 Increase in Fire Insurance Premium.

In the event Tenant's occupation and use of the Leased Premises causes any increase of premium for the fire, boiler and/or casualty rates on the Leased Premises, or any part thereof, above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. Tenant also shall pay in such event, any additional premium on the Rent insurance policy that may be carried by Landlord for its protection against Rent loss through fire or other casualty. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be Additional Rent.

SECTION 8.06 Indemnification of Landlord.

Tenant shall indemnify, defend and hold Landlord and each partner, stockholder or employee of Landlord harmless from and against any and all claims, actions, losses, damages, liability and expenses (including, but not limited to, attorney's and other professional fees) of whatever nature in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises; the occupancy or use by Tenant of the Leased Premises or any part thereof; or occasioned wholly or in part by any act, negligence, or omission of Tenant, its agents, contractors, employees, servants, licensees, or concessionaires, whether occurring in or about the Leased Premises or outside the Leased Premises but within the Shopping Center (except to the extent any of the foregoing are due to Landlord's negligence or the breach of any of its obligations hereunder). In the event Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining, adjacent to or in connection with the Leased Premises, or any part thereof, or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

SECTION 8.07 Waiver of Subrogation.

Landlord and Tenant hereby releases the other, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire, any of the extended coverage casualties, or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under such other party; provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the releasor to recover thereunder. Landlord and Tenant agree that their respective fire and extended coverage insurance policies shall include such a clause so long as the same is obtainable and is includable without extra cost, or, if such extra cost is chargeable therefor, so long as the other party pays such extra cost. If extra cost is chargeable therefor, each party will advise the other thereof and of the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so. Except as provided in this Section 8.07, nothing in this Lease contained shall be deemed to release either party hereto from liability for damages resulting from the fault or negligence of said party or its agents or from responsibility for repairs necessitated thereby or by any default thereof hereunder.

Any insurance policy procured by Tenant which does not name Landlord as a named insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against Landlord. All public liability and property damage policies shall contain an endorsement that Landlord, although named as an insured, shall nevertheless be entitled to recover damages caused by the negligence of Tenant.

ARTICLE IX

UTILITIES

Tenant shall be solely responsible and promptly pay all charges for water, gas, electricity, sewer, trash removal, or any other utility used or consumed in the Leased Premises. If any such charges are not paid when due, Landlord may, at its option, pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as Additional Rent. Should Landlord elect to supply the water, gas, electricity, trash removal or any other utility used or consumed in the Leased Premises, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates filed by Landlord with the proper regulatory authority. In no event shall Landlord be liable in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements, or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant. Tenant shall also be required prior to taking possession of the Leased Premises to pay to the appropriate Governmental Authority or to Landlord, if Landlord has been required to pay such charges by any private or Governmental Authority having jurisdiction thereover, any and all water or sewer connection or meter charges of any kind whatsoever (if any) however designated or characterized and regardless of the use to which such charges are put for the Leased Premises. Landlord, at its sole discretion, reserves and shall at all times, have the right to alter the utilities, including, but not limited to, heating, ventilating and air conditioning systems and equipment serving the Shopping Center, and Tenant agrees to execute and deliver to Landlord without delay such documentation as may be required to effect such alteration.

ARTICLE X

SUBORDINATION AND ATTORNMEN

SECTION 10.01 Subordination.

Tenant agrees that this Lease, and the interest of Tenant therein, shall be made subject and subordinated, at all times, to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Shopping Center; to all ground and underlying leases; and to any mortgage in any amounts and all advances made, and to be made thereon, which may now or hereafter be placed against or affect any or all of the land and/or any or all of the buildings and improvements, including the Leased Premises, now or at any time hereafter constituting a part of the Shopping Center, and/or any ground or underlying leases covering the same, and to all renewals, modifications, consolidations, participations, replacements and extensions of any of the foregoing. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying lessors or mortgages. Should Landlord or any ground or underlying lessor or mortgagee desire confirmation of such subordination, then Tenant, within ten (10) days following written request therefor, agrees to execute and deliver, without charge, any and all documents (in the form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating this Lease and Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in the form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority.

SECTION 10.02 Attornment.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to the purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser or grantee in lieu of foreclosure as Landlord under this Lease.

SECTION 10.03 Attorney-in-Fact.

Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 10.01 and 10.02 above as shall be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver any such instruments or certificates in the name of Tenant. If fifteen (15) days after the date of a written request by Landlord has elapsed and Tenant has not executed such instrument or certificate, Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the Term hereby granted is expressly limited accordingly.

SECTION 10.04 Notice to Mortgagee.

Tenant agrees to give any mortgagee, by registered mail, a copy of any notice of default served upon Landlord, providing that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagee. Tenant further agrees that, if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagee shall have an additional thirty (30) days within which to cure such default; or, if such default cannot be cured within that time, then such additional reasonable time as may be necessary for such default to be cured. If within such thirty (30) days any Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings as necessary to effect such cure), this Lease shall not be terminated while such remedies are being so diligently pursued.

ASSIGNMENT AND SUBLETTING

SECTION 11.01 Consent Required.

(a) Tenant may not assign, or in any manner transfer or grant, or suffer any encumbrance of Tenant's interest in, this Lease in whole or in part; sublet all or any portion of the Leased Premises; nor grant a license concession or other right of occupancy of any portion of the Leased Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld (subject, however, to the provisions of Section 16.05 hereof). The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned, or if the Leased Premises or any part thereof be underlet or occupied by any party other than Tenant, Landlord may collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or an acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

The parties recognize that this Lease and the Leased Premises are unique, and that this Lease and the Leased Premises derive value from the remainder of the Building and the Shopping Center as a whole, and that the nature and character of the operations within and management of the Leased Premises are important to the success of the Building and the Shopping Center. Accordingly, and without limiting the generality of the foregoing, it shall be deemed reasonable for the Landlord to withhold its consent to any transfer where any or all of the following conditions are not satisfied:

- (i) the net assets of the assignee, licensee, sublessee or other transferee or permittee (collectively "transferee") immediately prior to the transfer shall not be less than the greater of the net assets of Tenant immediately prior to the transfer or the net assets of Tenant at the time of the signing of this Lease;
- (ii) such transfer shall not adversely affect the quality and type of business operation which Tenant has conducted heretofore and such use shall not violate any exclusive uses granted to any other tenant within the Shopping Center and no use shall be employed in connection with the Leased Premises other than the Permitted Use set forth in this Lease;
- (iii) such transferee shall possess qualifications for the Tenant business substantially equivalent to those of Tenant and shall have demonstrated recognized experience in successfully operating such a business, including, without limitation, experience in successfully operating a similar quality business in similar shopping centers;
- (iv) such transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/transfer document;
- (v) there shall be no Event of Default (hereinafter defined) which shall have occurred and is continuing at the time of the request for the consent to the assignment;
- (vi) Tenant and any intervening assignor to which the Premises were initially leased shall continue to remain primarily liable under this Lease for the performance of all terms, including, but not limited to, payment of Rent due under this Lease and Tenant shall guaranty the Lease if Landlord so requests;
- (vii) Tenant's guarantor, if any, shall continue to remain liable under the terms of the Guaranty of this Lease and, if Landlord deems it necessary, such guarantor shall execute such documents necessary to insure the continuation of its guaranty;
- (viii) Landlord shall receive upon execution of its consent any due but unpaid Rent;
- (ix) each of Landlord's mortgagees (if any) shall have consented in writing to such transfer if required;
- (x) Landlord shall be provided with at least fifteen (15) business days' written notice prior to any transfer; and
- (xi) Tenant will not sublet or assign to any existing Shopping Center tenant, or to a person or entity with whom Landlord has negotiated for space in the Shopping Center within the preceding six (6) months.

At least ten (10) days prior to any assignment or subletting, Tenant must provide the following items to Landlord in writing: (i) the name and address of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business it will operate from the Leased Premises; (iii) the terms of the proposed assignment or sublease; (iv) reasonable financial information so that Landlord can evaluate the proposed assignee or subtenant; (v) a resume of proposed assignee's business experience; and (vi) in the event of an assignment, the written assumption by assignee of all of Tenant's obligations hereunder. Landlord shall, within ten (10) business days after receiving the information under this Section, give notice to Tenant to permit or deny the proposed assignment or sublease. If Landlord denies consent, it shall explain the reasons for the denial.

(b) Tenant shall have the obligation to pay a reasonable administrative fee of not less than \$300 in connection with such assignment.

SECTION 11.02 Significant Change of Ownership.

If Tenant is a corporation (other than one whose shares are regularly and publicly traded either on a recognized stock exchange or over-the-counter market), Tenant represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease or members of his or their immediate family. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Tenant, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days notice to Tenant. If Tenant is a partnership, Tenant represents that the general partner executing this Lease is duly authorized to execute the same on behalf of said partnership. If there shall occur any change in the ownership of the interest of the general partners of the partnership, whether such change results from a sale, assignment, bequest, inheritance, operation of law or otherwise, or if the partnership is dissolved, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days notice to Tenant.

SECTION 11.03 Assignment by Landlord.

In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Building to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XII

GOVERNMENTAL REGULATIONS; ENVIRONMENTAL

SECTION 12.01 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all laws, orders, ordinances, regulations and other applicable requirements of all Governmental Authorities ("Applicable Laws"), now in force, or which may hereafter be in force, pertaining to, or affecting the condition, use or occupancy of the Leased Premises. Notwithstanding the foregoing, after the issuance of the initial Certificate of Occupancy for the Leased Premises (or if no such certificate is customarily issued in the jurisdiction, then upon the building full completion of Landlord's Work and Tenant's Work), Tenant's obligation shall be subject to the condition that there shall be no obligation on Tenant's part to comply with any Applicable Laws which require any capital improvements in or to the Leased Premises or the Building, unless the same are made necessary by any act or work performed by Tenant or by the particular nature of Tenant's business or the particular manner of Tenant's use of the Leased Premises. Tenant shall indemnify, defend and save Landlord harmless from all costs, losses, expenses or damages resulting from Tenant's failure to perform its obligations under this Section 12.01.

SECTION 12.02 Tenant's Covenants Regarding Hazardous Substances.

(a) Tenant shall not cause or permit any Hazardous Substances, as defined below, to be brought upon or kept or used in or about the Leased Premises, the Building, or the Shopping Center by Tenant, its agents, employees, contractors, or invitees, unless (i) such Hazardous Substances are necessary for Tenant's business (and such business is a Permitted Use under this Lease) and (ii) Tenant first obtains the written consent of Landlord.

(b) Tenant shall at all times and in all respects comply with all local, state and federal laws, ordinances, regulations and orders (collectively "Hazardous Substances Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances.

(c) Tenant shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises, the Building, or the Shopping Center. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Substances Laws, Tenant shall cause any and all Hazardous Substances removed from the Leased Premises or from the Shopping Center (if at Tenant's direction), to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with, and manage any and all Hazardous Substances in, on, under, or about the Leased Premises, the Building or the Shopping Center in total conformity with all applicable Hazardous Substances Law and prudent industry practices regarding management of such Hazardous Substances. Upon expiration, or earlier termination, of the Term of the Lease, Tenant shall cause such Hazardous Substances, if any (except such Hazardous Substances located in the Leased Premises prior to the Delivery Date), located in the Leased Premises and the Shopping Center (if Tenant caused such Hazardous Substances to be located on the Shopping Center), to be transported for use, storage, or disposal in accordance and compliance with all applicable Hazardous Substances Laws; provided, however, that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances in or about the Leased Premises, the Building, or the Shopping Center, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Leased Premises, the Building, or the Shopping Center, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(d) If at any time Tenant shall become aware, or have reasonable cause to believe, that any Hazardous Substance has come to be located on or beneath the Land upon which the Building is located, Tenant shall, immediately upon discovering such presence or suspected presence of the Hazard Substance, give written notice of that condition to Landlord. In addition, Tenant shall immediately notify Landlord in writing of (i) any enforcement, clean-up, completed, or threatened pursuant to any Hazardous Substances Laws, (ii) any claim made or threatened by any person against Landlord, the Leased Premises, the Building, or the Shopping Center relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises, the Building, or the Shopping Center, including any complaints, notices, warnings, or assorted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or assorted violations relating in any way to the Leased Premises, the Building, the Shopping Center, or Tenant's use thereof. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Premises or the Shopping Center.

(e) As used herein, "Hazardous Substances or Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Tables (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) defined as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, et seq. (33 U.S.C. § 1321), (v) listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), (vi) defined as a "hazardous waste" pursuant to Section 7004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903), or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601).

(f) Tenant shall indemnify, defend (by counsel acceptable to Landlord), protect and hold harmless Landlord, and each of Landlord's partners, directors, officers, employees, agents, attorneys, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, including, without limitation, diminution in the value of the Leased Premises, the Building, or the Shopping Center, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, the Building or the Shopping Center, costs, or expenses (including reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Leased Premises, the Building or the Shopping Center, or any discharge or release in or from the Leased Premises or the Real Property, of any Hazardous Substances or Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Substances to, in, on under, about, or from the Leased Premises, the Building, or the Shopping Center, or (ii) Tenant's failure to comply with any Hazardous Substances Law. Tenant's obligations under this Section 12.02(f) shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Leased Premises, the Building, or the Shopping Center (including, without limitation, the soil and ground water on or under the land upon which the Shopping Center is located), and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Tenant's obligations under this Section 12.02(f) shall survive the expiration or earlier termination of the Term of the Lease. For purposes of the release and indemnity provisions hereof, any actions or omissions of Tenant, or by employees, agents, assignees, contractors, or subcontractors of Tenant or other acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful, or unlawful), shall be strictly attributable to Tenant.

ARTICLE XIII

ADVERTISING, ETC.

SECTION 13.01 Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other Common Areas, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the parking area or in other Common Areas.

SECTION 13.02 Advertised Name and Address.

Tenant shall use as its advertised business address the name of the Shopping Center. Tenant shall not use the name of the Shopping Center for any purpose other than as the address of the business to be conducted by Tenant in the Leased Premises, and Tenant shall not acquire any property right in or to any name which contains the name of the Shopping Center or a part thereof. Any permitted use by Tenant of the name of the Shopping Center during the Term of the Lease shall not permit Tenant to use, and Tenant shall not use, such name of the Shopping Center either after the termination of this Lease or at any other location. Tenant shall not use the name of Landlord in any advertisement, or otherwise.

SECTION 13.03 Letters and Marks.

Tenant agrees to use in its advertising and promotional activities for its business in the Leased Premises such references to the name of the Shopping Center as such identifying lettering, marks or symbols referring to the Shopping Center in its address for the Leased Premises and shall subscribe to a listing in the yellow pages of the local telephone directory which shall be printed in bold type.

ARTICLE XIV

DESTRUCTION OF THE LEASED PREMISES

SECTION 14.01 Total or Partial Destruction.

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, and the Rent and other charges shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the extent of Landlord's original obligation to construct pursuant to Section 3.01, and the Minimum Annual Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable; provided, however, if such damages (i) be as a result of a risk which is not covered by Landlord's insurance or exceeds the proceeds from such insurance, or (ii) the Building, whether the Leased Premises is damaged or not, or all of the buildings which then comprise the Shopping Center should be damaged to the extent of fifty (50%) percent or more of the then monetary value thereof, or (iii) if any or all of the buildings or Common Areas of the Shopping Center are damaged, whether or not the Leased Premises are damaged to such an extent that the Shopping Center cannot, in the sole judgment of Landlord, be operated as an integral unit, or (iv) such damage shall occur during the last two (2) years of the Term of this Lease (or of any renewal Term), then in any of such events, Landlord shall have the right, to be exercised by notice to Tenant within thirty (30) days after the settlement of Landlord's insurance claims, to elect not to repair such damage and to cancel and terminate this Lease effective as of a date stipulated in Landlord's notice, which shall not be earlier than thirty (30) days nor later than sixty (60) days after the giving of such notice. Upon the giving of such notice to Tenant, the Term of this Lease shall expire by lapse of time upon the third (3rd) day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord. Nothing in this Section shall be construed to permit the abatement in whole or in part of the Percentage Rent (if applicable to this Lease), nor charges for Operating Costs attributable to any period during which the Leased Premises shall be in untenable condition, nor shall there be any abatement in these items nor the Minimum Annual Base Rent if such damage is caused by any act or negligence of Tenant or any of its employees, agents, independent contractors, customers or invitees. Whenever the Minimum Annual Base Rent shall be abated pursuant to this Section 14.01, such abatement shall continue until the date which shall be the sooner to occur of (i)

fifteen (15) days after notice by Landlord to Tenant that the Leased Premises have been substantially repaired and restored, or (ii) the date Tenant's business operations are restored in the entire Leased Premises. Unless this Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Leased Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of such repair and replacement.

SECTION 14.02 Reconstruction of Improvements.

In the event of any reconstruction of the Leased Premises under this Section, said reconstruction shall be in substantial conformity with the provision of Exhibit "B" hereof to the extent of the work as therein set forth as "Landlord's Work." Tenant, at its sole cost and expense, shall be responsible for the repair and restoration of all items set forth as "Tenant's Work" in Exhibit "B" and the replacement of its stock in trade fixtures, furniture, furnishings and equipment. Tenant shall commence the installation of fixtures, equipment, and merchandise hereof promptly upon delivery to it of possession of the Leased Premises and shall diligently prosecute such installation to completion.

ARTICLE XV

EMINENT DOMAIN

SECTION 15.01 Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

SECTION 15.02 Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall, in the opinion of Landlord or Tenant, render the Leased Premises unsuitable for the business of Tenant, then Landlord and Tenant shall each have the right to terminate this Lease by notice given to the other within sixty (60) days after the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises (exclusive of Tenant's equipment and trade fixtures) to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and the building of which the Leased Premises forms a part to the extent necessary to constitute the portion of the Building not so taken as a complete architectural unit; provided that Landlord shall not in any event be required to spend for such repair, restoration or alteration work an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Leased Premises and of the Building of which the same forms a part. As used herein, the amount "received by Landlord" shall mean that portion of the award or damages in condemnation received by Landlord from the condemning authority which is free and clear of all prior claims or collections by the holders of any mortgages or deeds of trust or any ground or underlying lessors, and this Lease shall continue in full force and effect except that the Minimum Annual Base Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. If more than twenty (20%) percent of the floor area of the Buildings in the Shopping Center shall be taken as aforesaid (whether or not the Leased Premises shall be affected by the taking), Landlord shall have the right to terminate this Lease by notice to Tenant given within sixty (60) days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of the unexpired Term of this Lease.

SECTION 15.03 Landlord's Damages.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, Tenant hereby expressly waiving any right or claim to any part thereof.

SECTION 15.04 Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the Leasehold or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, provided no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of Section 15.03 and this Section 15.04.

SECTION 15.05 Sale Under Threat of Condemnation.

A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

ARTICLE XVI

DEFAULT OF TENANT

SECTION 16.01 Events of Default.

Upon the happening of one or more of the events as expressed below in (i) to (viii), inclusive (individually and collectively, "Event of Default"), Landlord shall have any and all rights and remedies hereinafter set forth:

(i) In the event Tenant should fail to pay any monthly installment of Minimum Annual Base Rent or any other sum required to be paid hereunder, as and when the same become due and payable.

(ii) In the event a petition in bankruptcy (including Chapter VII and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Code or any successor statute) is filed by Tenant, or is filed against Tenant, and such petition is not dismissed within sixty (60) days from the filing thereof, or in the event Tenant is adjudged bankrupt.

(iii) In the event an assignment for the benefit of creditors is made by Tenant.

(iv) In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

(v) In the event Tenant removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of Tenant brought thereon.

(vi) In the event Tenant, before the expiration of the Term hereof and without the written consent of Landlord, vacates the Leased Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Leased Premises continuously during regular business hours of the Shopping Center for the purposes herein expressed.

(vii) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Tenant brought on the Leased Premises, or upon the interest of Tenant in this Lease, and the same is not satisfied or dismissed within ten (10) days from this levy.

(viii) In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed for more than ten (10) days after written notice thereof is given by Landlord to Tenant specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said ten (10) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion.

SECTION 16.02 Remedies of Landlord.

(a) Upon the occurrence of any Event of Default, Landlord shall have the option without further notice or demand to:

(i) Sue for rents as they become due;

(ii) Terminate this Lease, resume possession of the Leased Premises by summary proceedings, or otherwise, in accordance with Florida law (together with all additions, alterations, fixtures and improvements thereto) for its own account and recover immediately from Tenant any and all sums and damages for violation of Tenant's obligations hereunder in existence or due at the time of termination and damages for Tenant's default in an amount equal to the difference between the Rent for which provision is made in this Lease and fair rental value of the Leased Premises for the remainder of the Lease Term, together with all other charges, rental payments, costs and expenses herein agreed to be paid by Tenant, all costs and expenses of Landlord in connection with any attempts to re-lease or re-let the Leased Premises (including, but not limited to, broker's fees, advertising costs and cleaning expenses) the costs of recovering the Leased Premises, and the costs of repairs and renovations reasonably necessary in connection with any re-leasing or re-letting;

(iii) Resume possession and re-lease or re-rent the Leased Premises for the remainder of the Lease Term for the account of Tenant and recover from Tenant at the end of the Lease Term or at the time each payment of Rent becomes due under this Lease, as Landlord may elect, the difference between the Rent for which provision is made in this Lease and the Rent received on the re-leasing or re-renting, if any, together with all costs and expenses of Landlord in connection with such re-leasing or re-rental and collection of Rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-rental, and if this option is exercised, Landlord shall, in addition, be entitled to recover from Tenant immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of Rent; or

(iv) Accelerate the whole or any part of Rent, Additional Rent and Operating Costs for the entire unexpired balance of the Term, as well as all other charges, payments, costs and expenses to be paid by Tenant hereunder, including but not limited to damages for violation of Tenant's obligations hereunder in existence at the time of acceleration so that all sums due and payable under this Lease will be treated as payable in advance on the date of acceleration and this Lease will remain in effect. For the purpose of determining the amounts due upon acceleration, Rent, Additional Rent and Tenant's Pro Rata Share of Operating Costs shall be treated as fixed at the levels in effect on the date of acceleration for the remaining Term of this Lease; but to the extent required by law, the total amount so accelerated will be reduced to present value and Landlord shall account to Tenant for any excess amounts received.

(b) Notwithstanding the foregoing, with respect to re-lease or re-renting the Leased Premises, Landlord and Tenant agree that Landlord shall only be required to use the same efforts Landlord then uses to lease other properties Landlord owns or manages (or if the Leased Premises is then managed for Landlord, then Landlord shall instruct such manager to use the same efforts such manager then uses to lease other space or properties which it owns or manages); provided, however, that Landlord (or its manager) shall not be required to give any preference or priority to the showing or leasing of the Leased Premises over any other space that Landlord (or its manager) may be leasing or have available and may place a suitable prospective tenant in any such available space regardless of when such alternative space becomes available; provided, further, that Landlord shall not be required to observe any instruction given by Tenant about such re-letting or accept any tenant unless such offered tenant has a creditworthiness acceptable to Landlord, leases the entire Leased Premises, agrees to use the Leased Premises in a manner consistent with the Lease, and leases the Leased Premises at the same or greater Rent, for no more than the current Term and on the same terms and conditions of this Lease without the expenditure by Landlord for tenant improvements or broker's commissions.

(c) In the event Landlord has secured the right by law to dispossess Tenant of the Leased Premises, and should Tenant fail to remove its property therefrom within three (3) days of notice from Landlord, Landlord shall have the right to remove all or any part of Tenant's property from the Leased Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and Landlord shall not be responsible for the care or safekeeping thereof, and Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

(d) No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may, at all times thereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

(e) Any Rent which may be due Landlord, whether by acceleration or otherwise, as herein provided in this Article, shall include Minimum Annual Base Rent, Percentage Rent (if applicable), Additional Percentage Rent and any other costs and expenses denominated as Additional Rent in this Lease. It shall be deemed that the Percentage Rent (if applicable) and Additional Percentage Rent for any period after such default would have been at a monthly rate thereafter equal to the average monthly Percentage Rent and Additional Percentage Rent which Tenant was theretofore obligated to pay Landlord under the Percentage Rent and Additional Percentage Rent clauses, during the preceding year.

(f) In the event that Tenant fails to completely fulfill or perform any of its monetary or non-monetary duties and obligations set forth herein, Landlord may, in its sole discretion, perform or cause to be performed any and all such duties and obligations. If Landlord expends any sums of money in the performance of any of the monetary or non-monetary duties and obligations of Tenant set forth herein, any such sums of money expended by Landlord shall become additional amounts of rental due under this Lease and shall be paid by Tenant immediately upon demand, together with interest at the Default Rate from the date of such demand to the date of payment by Tenant.

SECTION 16.03 Survival of Tenant's Obligations.

No expiration or termination of the Term of this Lease pursuant to Section 16.02 hereof or by operation of law or otherwise (except as expressly provided herein), and no repossession of the Leased Premises pursuant to Section 16.02 hereof or otherwise, shall relieve Tenant of its liability and obligations hereunder, all of which shall survive any such expiration, termination or repossession.

SECTION 16.04 Lien for Rent.

In order to secure Tenant's payment of all Rent and other sums due hereunder, Tenant hereby grants to Landlord an express contractual lien upon all property of Tenant now or hereafter placed in or upon the Leased Premises, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Tenant's operations, and all such property will be and remain subject to such lien of Landlord and subject to foreclosure in accordance with the Applicable Laws. Such express lien will be in addition to and cumulative of any Landlord's lien provided by the laws of the State of Florida. For the purpose of securing all Rent and other sums due hereunder, this Lease shall also be deemed a security agreement under the Uniform Commercial Code as such is in effect in the State of Florida, and Landlord shall have all rights and remedies provided by such Uniform Commercial Code. Landlord and Tenant agree that five (5) days notice of public or private sale in the event of foreclosure of the rights of Landlord hereunder shall be reasonable notice. Tenant agrees to execute from time to time Uniform Commercial Code financing statements required by Landlord to perfect the lien hereby created.

SECTION 16.05 Trustee's Rights in Bankruptcy.

In the event that Tenant becomes the subject debtor in a case pending under the United States Bankruptcy Code, Landlord's right to terminate this Lease pursuant to Section 16.02 shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee: (i) promptly cures all defaults under this Lease; (ii) compensates Landlord for monetary damages incurred as a result of such default; and (iii) provides adequate assurances of future performance.

(a) Landlord and Tenant hereby agree in advance that the phrase "adequate assurances of future performance" as used in this Article shall mean that all of the following minimum criteria must be met: (i) the Trustee may pay to Landlord, at the time the next payment of Minimum Annual Base Rent is due under this Lease, in addition thereto, an amount equal to the next three (3) payments of Minimum Annual Base Rent due under this Lease, said amount to be held by Landlord in escrow until either the Trustee or Tenant defaults under this Lease, whereupon Landlord shall have the right to draw and apply such escrow funds, or until the expiration of this Lease, whereupon such escrow funds shall be promptly returned to the Trustee or Tenant; (ii) Tenant or the Trustee must agree to pay to Landlord, at any time Landlord is authorized to and does draw and apply the escrow funds, an amount necessary to restore such escrow account to the original level required hereunder; (iii) the Trustee must agree that Tenant's business shall be conducted in a first class manner and that no liquidation sales, auctions, or other non-first class business operations or activities shall be conducted on the Premises; (iv) the Trustee must agree that the assumption or assignment of this Lease will not violate or adversely affect the rights of any other tenants in the Shopping Center; and (v) the Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged.

(b) In the event Tenant is unable to: (i) cure its defaults; (ii) reimburse Landlord for its monetary damages; (iii) pay the Minimum Annual Base Rent or Additional Rent required of Tenant under this Lease, on time as herein provided; or (iv) meet the criteria and obligation imposed by this Article, then Tenant agrees in advance that it has not met its burden to provide adequate assurances of future performance and this Lease may be terminated by Landlord as otherwise provided in this Lease.

SECTION 16.06 Waiver.

No failure by Landlord to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any such term. The waiver by Landlord of any breach of any term, condition or covenant herein contained shall not be effective unless in writing and signed by Landlord, and shall not be a waiver of any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No re-entry by Landlord hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Tenant herein contained. The receipt of Rent after the occurrence of any Event of Default on the part of Tenant, or the delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to annul this Lease or to re-enter the Leased Premises or to re-let same.

SECTION 16.07 Expenses of Enforcement.

In the event any payment due Landlord under this Lease shall not be paid on the due date, Tenant agrees to pay interest on the amount which is delinquent at the highest rate permitted under the laws of the state in which the Shopping Center is located ("Default Rate"), for such delinquent payment until made. In the event any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of Two Hundred Fifty (\$250.00) Dollars. In the event that it shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this Lease, Landlord shall be entitled to make an administrative charge to Tenant of Two Hundred Fifty (\$250.00) Dollars for such notice. Tenant recognizes and agrees that the charge which Landlord is entitled to make upon the conditions stated in this Section 16.07 represent, at the time of this Lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Shopping Center resulting to Landlord from the events described which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this Section of this Lease shall be added and become due with the next ensuing monthly payment of Minimum Annual Base Rent and shall be collectible as a part thereof. With respect to any default or failure to perform on the part of Tenant, or any other dispute between Tenant and Landlord arising out of this Lease, Landlord shall be entitled to recover all costs incurred, including reasonable attorneys' fees, which shall include, but not be limited to, such fees incurred prior to institution of litigation and in bankruptcy or other administrative or judicial proceeding, and such costs, expenses and attorneys' fees incurred by or on behalf of Landlord shall constitute Additional Rent hereunder, and shall be paid upon written demand thereof.

SECTION 16.08 Tenant's Waiver of Statutory Rights.

In the event of any termination of the Term of this Lease or any repossession of the Leased Premises, pursuant to Section 16.01 hereof, Tenant, insofar as permitted by law, hereby waives any notice of re-entry or of the institution of legal proceedings to that end, and any right of redemption, re-entry or repossession.

SECTION 16.9 Remedies Cumulative.

Each right, power and remedy of Landlord provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

SECTION 16.10 Acceptance of Surrender.

No surrender to Landlord of this Lease, or of the Leased Premises or any part thereof or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Landlord, and no act of Landlord other than such a written agreement and acceptance by Landlord shall constitute an acceptance of any such surrender.

SECTION 16.11 Tenant's Remedies.

In the event of any violation of this Lease by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon Rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such violation with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such violation, or in which to commence to cure and thereafter diligently pursue a cure of such violation. Unless and until Landlord fails to so cure any violation with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such violation, or in which to commence to cure and thereafter diligently pursue a cure of such violation. Unless and until Landlord fails to so cure any violation after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter.

ARTICLE XVII

ACCESS BY LANDLORD

SECTION 17.01 Right of Entry.

Landlord and Landlord's agent shall have the right to enter the Leased Premises at all reasonable time to examine the same, and to show them to Prospective purchasers or lessees of the Building, and to make such repairs, or alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the Rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made unless Tenant is prevented from operating in the Leased Premises in whole or in part, in which event Rent shall be proportionately abated during said period. During the six (6) months prior to the expiration of the Term of this Lease or any renewal Term, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Building or any part thereof, except as otherwise herein specifically provided.

SECTION 17.02 Roof and Walls.

Landlord shall have the exclusive right to use all or any part of the roof of the Leased Premises for any purpose; to erect additional stories or other structures over all or any part of the Leased Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Leased Premises, provided that access to the Leased Premises shall not be denied; and to install, maintain, use, repair and replace within the Leased Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Shopping Center, the same to be in locations within the Leased Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Leased Premises, provided that such use shall not encroach on the interior of the Leased Premises. Tenant agrees to give Landlord access to the Leased Premises for the purposes of this Section 17.02.

ARTICLE XVIII

TENANT'S PROPERTY

SECTION 18.01 Taxes on Leasehold or Personality.

Tenant shall be responsible for and shall pay before delinquent all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant.

SECTION 18.02 Loss and Damage.

Landlord shall not be responsible for any damage to property of Tenant or of others located in the Leased Premises nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall be not liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any defect, latent or otherwise, in the Leased Premises or in the

Building of which they form a part, except that if Tenant shall give notice to Landlord within a period of one (1) year from the date Tenant takes possession of the Leased Premises of the existence of any such latent defect, then provided such defect shall not have resulted from any act, alteration or improvement made by Tenant, Landlord shall repair such defect. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers.

SECTION 18.03 Notice by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the Building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

ARTICLE XIX

HOLDING OVER; SUCCESSORS

SECTION 19.01 Holding Over.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month, at a monthly rent equal to two (2) times the Minimum Annual Base Rent payable during the last month of the Lease Term and a twenty-five (25%) percent increase from each month occupying the Leased Premises thereafter. In addition to the Minimum Annual Base Rent Tenant agrees to pay monthly (a) one-twelfth (1/12th) of the average percentage rent payable hereunder, if any, for the last three (3) Lease Years, and (b) the monthly Shopping Center's Operating Costs payable for such month, such tenancy to be subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 19.02 Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 11.01 hereof. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells or transfers its interest in the Shopping Center and the purchaser or transferee assumes Landlord's obligations and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

ARTICLE XX

QUIET ENJOYMENT

Upon payment by Tenant of the Rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXI

OPTION

Provided Tenant is in good standing and not in default under this Lease, Landlord hereby gives and grants to Tenant the right, privilege and option of extending the Lease for the Term as set forth in Section (s) of the Lease Summary. The first extended Term will commence from the date of the expiration of the initial Term and successive extended Terms will commence from the expiration of the prior extended Term. In order to exercise the option to extend the Term of this Lease, Tenant shall give written notice to Landlord of such exercise not less than six (6) months prior to the expiration of the current Term. All of the terms, covenants and conditions of this Lease will apply during the extended Term except (i) for the Minimum Annual Base Rent during extended Terms will be adjusted, commencing on the first day of each year of the renewal period ("Adjustment Date"), as set forth in Section (t) of the Lease Summary, or in proportion to the increase (if any) in the Consumer Price Index in accordance with the provisions of Section 2.03 hereof, (ii) there shall be no further option to extend the Term of this Lease, and (iii) Landlord shall have no obligation to improve the Leased Premises.

ARTICLE XXII

MISCELLANEOUS

SECTION 22.01 Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying the check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in the Lease or by law.

SECTION 22.02 Entire Agreement; Modification.

This Lease and the Exhibits, and Amendment(s), if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

SECTION 22.03 No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage of Rent payable hereunder are included solely for the purpose of providing a method whereby the Rent is to be measured and ascertained.

SECTION 22.04 Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any terms, conditions or covenants required hereunder by reason of an Act of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the Terms of this Lease, then performance on any such act shall be extended for a period of such delay. Notwithstanding the foregoing, the provisions of this Section 22.04 shall not operate to excuse Tenant from the prompt payment of Minimum Annual Base Rent, Percentage Rent (if any), Additional Rent or any other payments required by the Terms of this Lease.

SECTION 22.05 Notices.

Any notice, consent, approval or other communication given pursuant to the provisions of this Agreement shall (except where otherwise permitted by this Agreement) be in writing and shall be (i) delivered by hand, (ii) mailed by certified mail or registered mail, return receipt requested, postage prepaid, or (iii) delivered by a nationally recognized overnight courier, U.S. Post Office Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee, and addressed as described in Sections (b) and _ of the Lease Summary, as the case may be. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event the addressee or such agent of the addressee shall refuse to receive any notice given by registered mail or certified mail as above provided or there shall be no person available at the time of the delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such delivery, as the case may be. Any party hereto may, by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given.

SECTION 22.06 Captions and Section Numbers.

The captions, section numbers, article numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 22.07 Defined Terms; Use of Pronoun.

The term "Tenant" shall be deemed and taken to mean each and every person mentioned as a Tenant herein be the same, one or more. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

The term "Landlord" shall mean only the owner, for the time being of the Shopping Center, and in the event of the transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Leased Term upon each new owner for the duration of such owner's ownership. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder.

SECTION 22.08 Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

SECTION 22.09 Brokers Commission.

Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this Lease, except as set forth in Section (w) of the Lease Summary, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fees resulting from the indemnitor's acts (including, without limitation, the cost of counsel fees in connection therewith) except as set forth in Section (w) of the Lease Summary.

SECTION 22.10 Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 22.11 Effectiveness of Lease.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant, and the receipt of the full security deposit, and if paid by check, subject to clearance.

SECTION 22.12 Recording.

Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

SECTION 22.13 Liability of Landlord.

Anything contained in this Lease at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related thereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to Landlord's interest in the Shopping Center for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to

be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Shopping Center, and no other assets of Landlord shall be subject to levy, execution or

other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

SECTION 22.14 Time of the Essence.

Time is of the essence in this Lease and each and all of its provisions in which performance is a factor. Any period measured in "days" shall mean consecutive calendar days, except that the expiration of any time period incurred in days that expires on a Saturday, Sunday or legal holiday, automatically will be extended to the next day which is not a Saturday, Sunday or legal holiday.

SECTION 22.15 Estoppel Information.

When the Commencement Date is determined, Tenant agrees, upon request of Landlord, to execute and deliver to Landlord, without charge and within ten (10) days following request therefor, a written declaration in form satisfactory to Landlord: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the Term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, the date Tenant commenced operating Tenant's business therein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (iv) that all conditions under this Lease to be performed by Landlord has been satisfied, except such as shall be stated; (v) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid; and (vii) reciting the amount of security deposited with Landlord, if any. Tenant agrees to execute and deliver similar declarations at any time and from time to time and within ten (10) days following request therefor by Landlord or by any mortgage lenders or ground or underlying lessor and or purchasers of the Shopping Center, and each of such parties shall be entitled to rely upon such written declaration made by Tenant. Tenant's failure or refusal to execute the declaration required hereunder within ten (10) days following the request therefor will constitute a default hereunder and Landlord shall have such rights and remedies against Tenant as is available to Landlord for Tenant's default.

SECTION 22.16 Consent.

Except as otherwise provided in this Lease, the consent of Landlord shall not be unreasonably withheld or delayed. In each instance in this Lease in which the consent of either party is required, such consent shall deem to have been given if not received within ten (10) days of the request therefor.

SECTION 22.17 Litigation.

Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interests in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing in any final judgment shall be entitled to the payment by the other party of all reasonable costs, charges and expenses, including attorneys' fees at trial and at all appellate levels, if any, expended or incurred in connection therewith by the prevailing party.

SECTION 22.18 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other.

SECTION 22.19 Interpretation.

It is agreed that in the construction and interpretation of the Terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same shall not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease.

SECTION 22.20 Choice of Law.

This Lease shall be governed by the laws of the State of Florida.

SECTION 22.21 Radon Gas.

The following notice is given pursuant to Section 404.056 of the Florida Statutes: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who were exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 22.22 Counterparts.

This Lease may be executed in multiple copies, each of which shall be deemed an original, and all of such copies shall together constitute one and the same instrument.

SECTION 22.23 Acceptance of Funds by Landlord.

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgement for possession of the Leased Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

SECTION 22.24 Tenant's Authority.

Tenant makes the following representations to Landlord, on which Landlord is entitled to rely in executing this Lease: (i) Tenant has the power to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder, and by proper resolution the signatory hereto has been duly authorized to execute and deliver this Lease; and (ii) the execution, delivery and performance of this Lease and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of, or a default under Tenant's Articles of Incorporation or By-Laws or Partnership Agreements, as the case may be, or any indenture, mortgage, deed of trust note, security agreement or other agreement or instrument to which Tenant is a party or by which it is bound or to which any of its properties is subject. Landlord may cancel this Lease if (1) Tenant fails to provide adequate documentation of its existence, good standing in the State of formation and, if different from the State of Florida, its qualification to do business in the State of Florida, and the authority of the individual executing this Lease on behalf of Tenant within ten (10) business days of the Effective Date; or (2) Tenant fails to deliver a financial statement satisfactory to Lender at or prior to the date of execution of this Lease.

SECTION 22.25 Joint and Several Liability.

If more than one party is defined as Tenant in this Lease, all of the duties, obligations, promises, covenants and agreements contained in this Lease to be paid and performed by Tenant will be the joint and several obligation of all parties defined as Tenant. Each party defined as Tenant agrees that Landlord in its sole discretion may (i) institute or bring suit against each such party, jointly and severally, or against any one or more of such parties, (ii) compromise or settle with any one or more of such parties for such consideration as Landlord may deem proper and (iii) release one or more of such parties from liability hereunder, and that no such action by Landlord will impair or affect Landlord's right to collect costs, expenses, losses or damage incurred or suffered by Landlord from the other parties defined as Tenant, or any of such parties, not so sued, compromised, settled with or released.

SECTION 22.26 Governmental Authority.

Governmental Authority means the County in which the Leased Premises are located, the Government of the United States of America, the State of Florida, and each and every agency, division, commission, subdivision and instrumentality of the foregoing, any or all of which have jurisdiction over the Leased Premises or any part thereof except that if reference is made to a single governing authority, such term shall include only the single Governmental Authority specified.

SECTION 22.27 Effective Date of Lease.

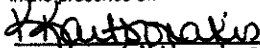
Except as otherwise provided herein, all of the Terms and provisions of this Lease shall be effective as of the date upon which this Lease has been fully executed by both Landlord and Tenant (the "Effective Date").


SECTION 22.28 Attachments.


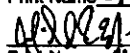
Exhibits A, B, C, D, E, F, G as well as any Addendums which are attached to this Lease are a part of this Lease and are incorporated herein as if fully set forth herein.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

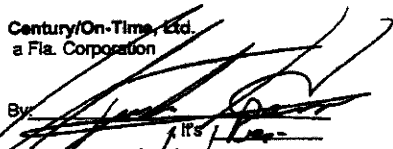

Print Name: Michael R. Bernal


Print Name: Michael R. Bernal


Print Name: Michael R. Bernal

Print Name: Michael R. Bernal

LANDLORD:

Century/On-Time, Ltd.
a Fla. Corporation

By: 
Date: 4/18/2000

TENANT:


Jorge Carlos Haddad
Date: 4-18-2000

EXHIBIT "A"
SITE PLAN AND LEGAL DESCRIPTION

Kendall Park Plaza Shopping Center

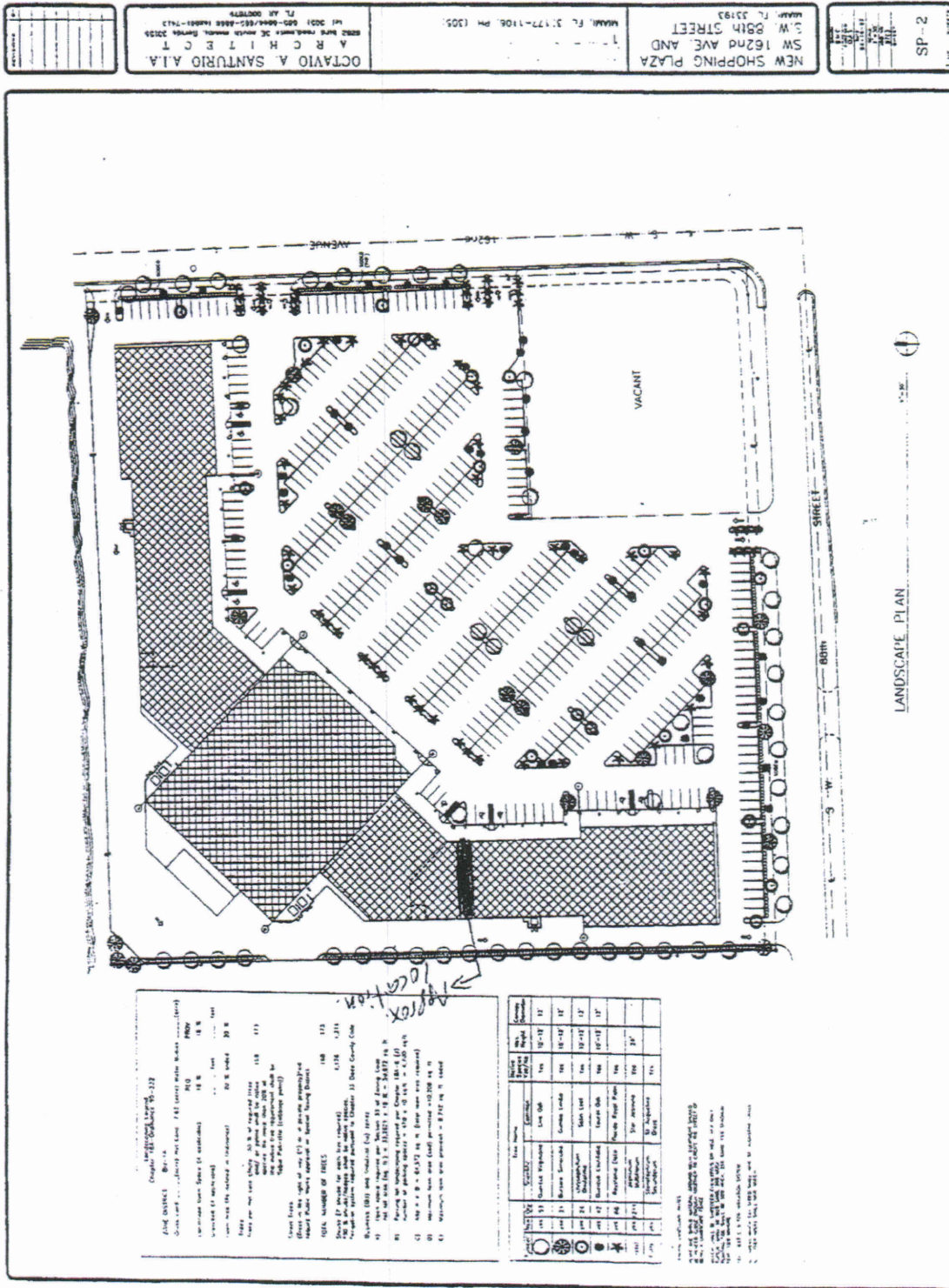


EXHIBIT "B"
LANDLORD'S WORK

I. LANDLORD'S WORK

A. Landlord shall turn over the premises in a "Vanilla Box" condition which consists of one (1) restroom, drop ceiling, lighting, store front, HVAC, electric distribution per code, walls ready to paint, and concrete flooring.

TENANT'S WORK

I. TENANT'S WORK

A. Architectural:

1. Interior partitions including doors and windows;
2. Any wall and floor finishes.

B. Electrical:

1. Any and all electrical work required by Tenant which is not Landlord's obligation;
2. Telephone installation.

C. Signs: Tenant shall pay for all signs (including, exit lights according to Code) and the installation thereof, subject to the provisions of the Lease and Exhibit "D".

D. Utilities: All service deposits shall be made at Tenant's expense; Tenant will pay all utility charges associated with the Leased Premises following delivery of the premises by Landlord during and after construction of the Leased Premises.

E. Fixtures: Tenant shall furnish and install (unless specifically provided for otherwise herein) all of Tenant's fixtures, soffits and special hung or furred ceilings.

F. Other work Tenant shall provide all other work except as specifically mentioned otherwise herein.

G. Plans: Tenant will furnish two (2) complete sets of store plans with specifications (if not already attached to this Lease) for Landlord's approval. Such approval to be given within seven (7) days following receipt of same by Landlord. Any resulting delays shall extend Tenant's construction time by a like number of days. Landlord shall return one (1) initialed set of plans and specifications to Tenant.

H. Removal of Debris: Tenant will require any contractor or sub-contractor to remove and dispose of all debris and rubbish caused by the Work on a daily basis and upon completion of the project, to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Shopping Center constructed by Tenant or Tenant's contractor or Landlord's contractor.

I. Insurance: Tenant and/or Tenant's contractors and sub-contractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance and the following minimum amounts naming Landlord and any other persons having an interest in the whole Shopping Center as additional insureds as their interest may appear, issued by companies approved by Landlord.

- (a) Workmen's Compensation coverage with limits of at least \$500,000.00 for the employer's liability coverage thereunder.
- (b) Builders Risk-Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in an amount at least equal to the estimated completed cost of said construction and improvements with 100% coinsurance protection.
- (c) Automobile Liability coverage with bodily injury limits of at least \$500,000.00 per person, \$1,000,000.00 per accident and \$500,000.00 accident for property damage.
- (d) Payment and performance bonds for 100% of the value of Work to be accomplished. All bonds shall be dual or multiple obligee bonds, insuring to the benefit of Landlord, Tenant, and other persons as Landlord shall require.

Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's Work is started and before any contractor's equipment is moved to any part of the whole Shopping Center. In all other respects the insurance coverage above mentioned shall comply with the provision of Article VIII of this Lease.

J. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's Work.

II. GENERAL

1. All plans, diagrams, schedules, specifications and other data to be furnished by Tenant under this Exhibit "B" must be submitted to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within thirty (30) days after the execution of this Lease.
2. Tenant shall secure Landlord's written approval of all designs, plans and specifications, for work to be performed by Tenant before beginning the Work and shall secure all necessary licenses and permits to be used in performing the Work. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall not be unreasonably withheld, and as designated or installed by Landlord, which shall be a condition to any reimbursement hereinafter provided.
3. All work undertaken by Tenant shall be at Tenant's expense, shall not damage the Building or any part thereof, completed in a good and workmanlike manner and shall be in compliance with all Applicable Laws.

EXHIBIT "C"

HEATING AND AIR CONDITIONING MAINTENANCE PROVISION

Tenant at its sole cost, shall maintain the air conditioning (includes heating) unit(s) for the Leased Premises in good condition and repair throughout the Term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the state wherein the Shopping Center is located, which firm shall:

- (1) Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters, and other parts as required.
- (2) Perform emergency and extraordinary repairs on the air conditioning unit(s).
- (3) Keep a detailed record of all services performed on the Leased Premises and prepare a yearly service report to be furnished to Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the date of Commencement of the Term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT "D"

SIGN CRITERIA

TENANT SPECIFICATIONS

It is advantageous to both Landlord and Tenant to have sign control to preserve uniformity, quality and character thereby maintaining aesthetic harmony throughout the Shopping Center. Therefore, prior to erecting any sign as required by the Lease, Tenant shall therefore conform with the following specifications:

1. SIGN SPECIFICATIONS

A. Each retail store sign is to be internally illuminated channel letter sign made of .040 inch anodized aluminum, installed on a raceway. Face is to be 3/16 inch clear acrylic face with inside face in colors of Tenant's choice installed on a raceway.

B. Sign Size - All signs are to be rectangular and twenty-four (24") inches high. Length of sign to be a maximum of 70% of store frontage.

2. APPROVAL

A. General Storefront Criteria - Landlord shall have the specific right of approval of size, color and design of Tenant's storefront sign and Tenant hereby agrees that this approval should be absolute so as to preserve the dignity and decor of the Shopping Center.

B. The shop drawings (elevation and cross-section) to scale showing dimensions for Tenant's sign must be submitted to Landlord in duplicate for approval and no work is to commence until said approval is received by Tenant from Landlord. Information as to location, size, color, shall be supplied with drawings. Landlord approval shall not relieve Tenant from the duty of conformity with any and all governmental laws, regulations and inspections.

3. LOCATION AND PROJECTION OF TENANT'S SIGN

A. The sign shall not project more than four (4) inches from the wall surface designated for the mounting of signs.

B. Signs will be hung on the fascia of the soffit.

4. ERECTION AND REMOVAL OF TENANT'S SIGN

A. All work shall be done in a workmanlike manner by a certified sign builder.

B. Any damages to fascia shall be repaired by Tenant at Tenant's expense and to Landlord's satisfaction and approval.

C. All signs must bear the UL label and comply with governmental laws, codes and regulations.

D. Tenant's sign company must carry adequate insurance to cover any accident or damage.

E. No painting of any type will be permitted on fascia.

F. Transformers must be located behind the fascia wall above the canopy area.

G. Upon vacating the premises, Tenant shall remove sign and restore fascia to original condition at Tenant's expense, and to the satisfaction and approval of Landlord.

GUARANTY

WHEREAS, CenturyOn-Time, Ltd., as Landlord, and Jorge Carvajal Hadad, as Tenant, have executed a lease dated 20, with respect to a certain Shopping Center premises located at Kendall Park Plaza Suite B-105 Miami, Florida (this Guaranty Agreement being attached to copy of said Lease which is executed contemporaneously herewith); and

WHEREAS, the undersigned have requested Landlord to execute and deliver said Lease on the condition that the undersigned execute this Agreement as Guarantors; and

WHEREAS, the undersigned have agreed to execute this Guaranty in order to induce Landlord to execute and deliver the aforesaid Lease;

NOW, THEREFORE, in consideration of the execution and delivery of the aforesaid Lease by Landlord, and for other valuable consideration, receipt of which is hereby acknowledged by the Guarantors, it is agreed as follows:

1. The undersigned, jointly and severally, do hereby guarantee to Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Leased Premises, the due and punctual payment of all Rent payable under said Lease, and each and every installment thereof, as well as the full and prompt and complete performance by Tenant of all and singular covenants, conditions and provisions in said Lease contained on the part of Tenant therein to be kept observed and performed, for the full Terms of said Lease and any extension thereof, as permitted by Lease with no less force and effect than if the undersigned were named as Tenant in said Lease, and the undersigned jointly and severally will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under said Lease.
2. This Guaranty shall be absolute, continuing and unlimited, and Landlord shall not be required to take any proceeding against Tenant, or give any notice to the undersigned upon default by Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of said Lease, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of said Lease or any amendment, modification or revision of said Lease.
3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty be reason of any further default or defaults of Tenant.
4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant in any creditors, receivership, bankruptcy (including Chapter X or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Lease in any proceedings.
5. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and Landlord.
6. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of Landlord, its successors, and assigns, and to any future owner of the fee of the Leased Premises referred to in the Lease, and to any mortgage on the fee interest of Landlord in the Leased Premises.
7. In the event Landlord employs the services of an attorney to enforce the provisions of this Guaranty, the undersigned agrees to pay any legal fees or costs incurred by Landlord in connection therewith and Landlord shall be entitled to recover from the undersigned Landlord's attorneys' fees and court costs in any suit brought against the undersigned to enforce the provisions of this Guaranty or to collect any monies hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on the 18th day of April, 2005.

Guaranteed by:
Jorge Carvajal Hadad


Signature

Signature
Individually, Jointly and Severally

Address

4501 SW 94th Ave.
Address
Miami, FL 33165

Social Security Number

074-40-9500
Social Security Number
C612-420-48-044-0

Driver's License Number
(Including State and Exp.Date)

Driver's License Number
(Including State and Exp.Date)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____ a Florida corporation, on behalf of the Corporation. He or she is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

(Signature)

(Print Name)

State of Florida at Large
My Commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of April, 2000, by Jose Canabal Herra as _____ of _____ a Florida corporation, on behalf of the Corporation. He or she is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Stavros
(Signature)

Stavros
(Print Name)

State of Florida at Large
My Commission expires: _____
NOTARY PUBLIC
BONDED THRU NSA 1-888-NOTARY1

EXHIBIT "F"

RENTAL COMMENCEMENT AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 20____, by and between Century/On-Time, Ltd., (hereinafter referred to as "Landlord"), and Jorge Carvajal Haddad (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, by Agreement of Lease dated the ____ day of _____, 20____, between the parties hereto (the "Agreement of Lease"), the Landlord leased to Tenant and Tenant leased and took from Landlord, for the term and upon the terms and conditions therein set forth, a certain portion of Kendall Park Plaza located at Kendall Dr. & 162nd Avenue Miami, Florida, space No. B-105 (the "Demised Premises") shown outlined on the site plan attached thereto, marked Exhibit "A", and made a part thereof, together with certain parking privileges as thereafter more specifically set forth, and together with all easements, rights and appurtenances in connection therewith or belonging to the Demised Premises; and

WHEREAS, the Agreement of Lease provides that the parties shall execute a memorandum setting forth the actual commencement and expiration dates of the Lease, when such dates have been determined;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree that the term of said lease shall commence on the ____ day of _____, 20____ (the "Commencement Date"), and shall end on the ____ day of _____, 20____, at Midnight, unless sooner terminated or extended as therein provided.

The undersigned Tenant acknowledges that (i) it is in possession and occupation of the Demised Premises and further states that it has opened for business and commenced paying rent on the "Commencement Date", (ii) the Lease is in full force and effect; (iii) the Landlord is not in default thereof; (iv) the Demised Premises, as constructed, and the parking area, as completed, are accepted by Tenant as being in accordance with the terms of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Agreement to be executed as of the day and year first above written.

WITNESSES:

Michael A. Boyer
Print Name: Michael A. Boyer
Michael A. Boyer
Print Name: Michael A. Boyer

Michael A. Boyer
Print Name: Michael A. Boyer
Michael A. Boyer
Print Name: Michael A. Boyer

LANDLORD:

Century/On-Time, Ltd.
a Florida Limited Partnership

By: [Signature]

TENANT:

Jorge Carvajal Haddad

By: [Signature]

EXHIBIT "G"

**NOTICE OF NO LIABILITY UNDER SECTION 713.10
OF THE FLORIDA STATUTES**

THIS MEMORANDUM OF LEASE is made this ____ day of _____, 20____, by and between Jorge Carvajal Hadad ("Tenant") and Century/On-Time, Ltd. ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Lease dated _____, 20____ (the "Lease"), with respect to the lease of Space B-105 in the shopping center commonly known as Kendall Park Plaza, Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant desire to provide notice of the Lease and to summarize certain provisions thereof.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby acknowledge the following:

1. The Lease, among its provisions, contains the following:

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services for the alteration, addition, repair, or demolition of or to the Premises or any part thereof. All persons are hereby put upon notice that Tenant shall never, under any circumstances have the power to subject the interest of the Landlord in the Premises to any mechanic's liens or materialman's liens or any liens in connection with material or labor furnished to the Premises, including any lien for architects' fees or engineers' fees; and all persons dealing with Tenant are hereby put upon notice that they must look wholly to the interest of the Tenant in the Premises and not to that of Landlord.

2. Nothing herein shall be construed as amending or altering the terms of the Lease. In the event of a conflict with the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and date first above written.

WITNESSES:

[Signature]
Print Name: Phaistosarakis
[Signature]
Print Name: MICHAEL R. BENNETT

[Signature]
Print Name: Phaistosarakis
[Signature]
Print Name: MICHAEL R. BENNETT

LANDLORD:

Century/On-Time, Ltd.

By: [Signature]

TENANT:

By: [Signature]

Jorge Carvajal Hadad

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____ as _____ of _____, a _____,
on behalf of the _____.

Name: _____
Notary Public, State of Florida

Commission No.:
My commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of April, 2008 by
Agosto Herrera Pres. of Deming/Datime, Inc.
on behalf of the _____.

Name: [Signature]
Notary Public, State of Florida
NOTARY PUBLIC - STATE OF FLORIDA
LEFKATHIA KARTSONAKIS
COMMISSION # 00770360
EXPIRES 02/28/2012
BONDED THRU ABA 1-888-NOTARY1

Commission No.:
My commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of April, 2008 by
Jorge Canabal of _____
on behalf of the _____.

Name: [Signature]
Notary Public, State of Florida

Commission No.:
My commission expires:

NOTARY PUBLIC - STATE OF FLORIDA
LEFKATHIA KARTSONAKIS
COMMISSION # 00770360
EXPIRES 02/28/2012
BONDED THRU ABA 1-888-NOTARY1

FIRST AMENDMENT AND MODIFICATION TO LEASE

THIS FIRST AMENDMENT AND MODIFICATION TO LEASE, entered into this 16th day of March, 2011, by and between Kendall Park Plaza, Ltd., ("Landlord") and Jorge Carvajal Hadad, ("Tenant");

WHEREAS, on April 18, 2000, Landlord, as successor-in-interest to Century/On-Time, Ltd. and Tenant entered into a Lease Agreement (which Lease Agreement and any amendments thereto are herein collectively called "Lease") for the premises known as 16271 SW 88th Street, Miami, FL 33196 located in the Kendall Park Plaza; and

WHEREAS, on February 7, 2006, Tenant exercised its first option to extend the Lease through February 28, 2011; and

WHEREAS, it is the desire of Landlord and Tenant to modify and extend the Lease for an additional term of five (5) years pursuant to the terms and conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and under good and valuable considerations paid by Landlord to Tenant, the receipt and sufficiency whereof are hereby acknowledged the parties hereto agree, each with the other to amend and modify the Lease as follows:

1. The Lease is hereby extended for an additional term of Five (5) years commencing March 1, 2011 and ending on February 28, 2016, (the "Second Extension Period"). Tenant's base rental obligations during the Second Extension Period shall be payable as follows:

Years 1 and 2 are calculated as follows:

| | | |
|---------------------|------------------|--|
| Base Rent: | \$2,543.75 | |
| Operating Expenses: | <u>\$ 705.60</u> | (adjusted annually based upon actual expenses) |
| SubTotal | \$3,249.35 | |
| Sales Tax | <u>\$ 227.45</u> | |
| TOTAL | \$3,476.80 | |

Years 3 through 5: Annual CPI increases but in no event less than two percent (2%) or more than five percent (5%) over the base rent for the preceding year in accordance with the Lease

2. Provided Tenant is not in default under any of the terms and conditions of the Lease, thereafter, Tenant shall have two (2) options to renew the Lease for an additional term of five (5) years each (the Third Extension Period and Fourth Extension Period"). The base rental obligations during the Third and Fourth Extension Periods shall be payable as follows:

Third Extension Period:

Year 1: shall be at the then prevailing market rate

Years 2 through 5: Annual CPI increases but in no event less than two percent (2%) or more than five percent (5%) over the base rent for the preceding year in accordance with the Lease

Fourth Extension Period:

Year 1: shall be at the then prevailing market rate

Years 2 through 5: Annual CPI increases but in no event less than two percent (2%) or more than five percent (5%) over the base rent for the preceding year in accordance with the Lease

3. Tenant shall remain responsible for its pro-rata share of Operating Expenses, Real Estate Taxes and all applicable taxes monthly, all of which are subject to adjustment pursuant to the Lease.
4. Tenant hereby acknowledges that the Landlord, in 2012, will be reconciling the 2011 Common Expenses and adjusting the Estimated Common Expenses, in accordance with the terms of the Lease, and Tenant shall pay any shortage within ten (10) days of receipt of Landlord's reconciliation statement.
5. Should the HVAC need to be replaced, the total replacement cost is noted as \$4,300.00 as per the proposal attached hereto as Exhibit "A". Landlord shall provide half (½) of the replacement cost not to exceed \$2,150.00.
6. Notwithstanding anything to the contrary contained herein or in the Lease, Jorge Carvajal Hadad, is the Guarantor under that certain Guaranty of Lease dated April 18, 2000. Simultaneously herewith, a new Guaranty of Lease shall be executed by Tenant for a One (1) Year Floating Guaranty and Guarantor shall be and remain liable and responsible for the performance of all of the obligations set forth in the Guaranty to be performed by the Guarantor thereunder during the entire term of the Lease and any Renewals or Extensions thereof.
7. The Notice Address of Tenant shall be modified to state: 13804 SW 152nd Street, Miami, FL 33177, Attn.: Jorge Carvajal.

CONFIDENTIALITY: Tenant agrees that the terms of this Agreement are confidential and Tenant warrants that Tenant's officers, employees, family members and agents have not and will not in the future disclose, communicate, disseminate, publicize, or cause or permit to be disclosed, communicated, disseminated or publicized, directly or indirectly, verbal or non-verbal, any and all communications with Landlord (prior to or after the date hereof) regarding rent, the terms of Tenant's Lease, the Minimum Rent paid under the Lease and the existence of or terms and conditions of this First Amendment and Modification to Lease ("Confidential Information") to any person, business, prospective tenant, broker or other existing tenant. Tenant agrees that if this provision is violated, Landlord may cancel the Agreement (as of the date hereof) and all sums, as required under the original Lease, shall be become due and payable.


All other terms of the Lease Agreement and any Amendments, Extensions and Renewals thereof, which are not specifically modified by this instrument are ratified and confirmed.


In witness of the foregoing, Landlord and Tenant, through their authorized representatives, are executing this First Amendment and Modification to Lease on the dates indicated below.

Dated this 16th day of March, 2011.

WITNESS AS TO LANDLORD:

Landlord: Kendall Park Plaza, Ltd.



Print Name: Doreen C. Nolasco

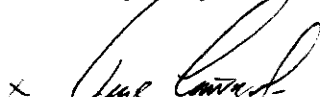

Print Name: Justin K. P. of Kendall Park Plaza, Ltd.


Print Name: MIQUELINE VILA

WITNESS AS TO TENANT:

Tenant: Jorge Carvajal Hadad


x 
Print Name: Jorge H. Carvajal

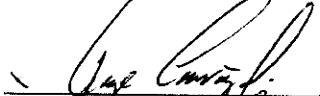
x 
Print Name: Jorge Carvajal



Print Name: Harold E. Ravelo

WITNESS AS TO GUARANTOR:

Guarantor: Jorge Carvajal Hadad

x 
Print Name: Jorge H. Carvajal

x 
Print Name: Jorge Carvajal


Print Name: Harold E. Ravelo

HVAC PROPOSAL

Proposal-Acceptance

GUARANTY

WHEREAS, Kendal Park Plaza, Ltd., as Landlord, and Jorge Carvajal Hadad, as Tenant, have executed a Lease dated March 16, 2011, with respect to a certain premises known as 16271 SW 88th Street, Miami, FL 33196 located in the Kendall Park Plaza. This Guaranty is being attached to copy of said Lease; and

WHEREAS, the undersigned has requested Landlord to execute and deliver said Lease on the condition that the undersigned execute this Guaranty as Guarantor; and

WHEREAS, the undersigned has agreed to execute this Guaranty in order to induce Landlord to execute and deliver the aforesaid Lease;

NOW, THEREFORE, in consideration of the execution and delivery of the aforesaid Lease by Landlord, and for other valuable consideration, receipt of which is hereby acknowledged by the Guarantors, it is agreed as follows:

1. The undersigned, does hereby guarantee to Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Leased Premises, the due and punctual payment of all Rent payable under said Lease, and each and every installment thereof, as well as the full and prompt and complete performance by Tenant of all and singular covenants, conditions and provisions in said Lease contained on the part of Tenant therein to be kept observed and performed, for the Initial Term of said Lease only, as permitted by Lease with no less force and effect than if the undersigned were named as Tenant in said Lease, and the undersigned will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under said Lease. In the event that Landlord brings an action against Tenant for Tenant's failure to pay Minimum Rent, Percentage Rent (if any) or Common Expenses, Guarantor's liability shall not exceed an amount equal to twelve (12) months of Minimum Rent, Percentage Rent (if any) and Common Expenses as of the date Landlord brings said action.

2. This One (1) Year Floating Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of said Lease, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of said Lease or any amendment, modification or revision of said Lease.

3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty be reason of any further default or defaults of Tenant.

4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant in any creditors, receivership, bankruptcy (including Chapter X or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Lease in any proceedings.

5. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and Landlord.

6. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of Landlord, its successors, and assigns, and to any future owner of the fee of the Leased Premises referred to in the Lease, and to any mortgage on the fee interest of Landlord in the Leased Premises.

7. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interests in any matter arising under this Guaranty, or to recover damages for the breach of this Guaranty, the party prevailing in any final judgment shall be entitled to the payment by the other party of all reasonable costs, charges and expenses, including attorneys' fees at trial and at all appellate levels, if any, expended or incurred in connection therewith by the prevailing party.

March IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on the 16th day of March, 2011.

By: Jorge Carvajal Hadad
Print Name: Jorge Carvajal Hadad
Address: 13804 SW 152nd Street, Miami, FL 33177

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2011, by Jorge Carvajal Hadad, individually. He is personally known to me or who has produced JC as identification and who did take an oath.

NOTARY PUBLIC

Clara Mirabal
(Signature) Clara Mirabal
(Print Name)

State of Florida at Large
My Commission expires: